REMARKS

The Office Action dated May 1, 2008, has been received and carefully noted. The above amendments to the claims, and the following remarks, are submitted as a full and complete response thereto.

Claims 1, 3, 5-9, 18-23, 25-26, 28-33, and 36-47 are currently pending in the application, of which claims 1, 9, 18, 21, 25, 28, 30, 32, 36, 39-40, 43, and 45 are independent claims. Claims 1, 3, 9, 18, 21, 25, 28-30, and 36-39 have been amended, and claims 40-47 have been added, to more particularly point out and distinctly claim the invention. No new matter has been added. Claims 10-17, 24, 27, and 34-35 have been cancelled without prejudice or disclaimer. Claims 1, 3, 5-9, 18-23, 25-26, 28-33, and 36-47 are respectfully submitted for consideration.

Claim 1 was apparently intended to be rejected as being indefinite, although the Office Action did not explicitly say that claim 1 is rejected on such a basis. Although no rejection has actually been made, Applicants respectfully disagree with the criticism noted in the Office Action.

The Office Action asserted that the recitation of "the at least one parameter" has insufficient antecedent basis. This assertion is plainly erroneous. Sufficient antecedent basis is found in the immediately preceding line of the claim, which states "detecting in a network controller that the response includes **at least one parameter breaching the policy**," (emphasis added).

The Office Action went on to assert that "limitation would be clear if only one parameter was involved, however the claim language states **at least one** meaning the language extends to multiple parameters that could be breaching policy." (emphasis in original) While the scope of the claim would be different if the claim recited "only one" instead of "at least one," the fact that the scope is different does not render the claim unclear in any way.

It should be clear that least one parameter breaches the policy, this breach is detected, and the method corrects the detected breach (if only one parameter breaches, that one is corrected, if two are detected, both are corrected, etc.). In response to the assertion that it is "unclear which parameter the claims intends to modify," Applicants respectfully submit that, on the contrary, it is clear that the claims intends that the "at least one parameter breaching the policy" is what is to be modified. If only one parameter breaches the policy, that is modified, if 20 parameters breach the policy, 20 parameters are modified. Thus, the criticism of the claim as allegedly unclear are unfounded, and it is respectfully requested that the criticism of the claim (which is not actually presented as a rejection of the claim) be withdrawn.

At paragraph 3 (within the "Response to Arguments" section, the Office Action that the language of claim 1 was "void of who, what or where regarding the sending a response to the message." Claim 1 has been amended to indicate that the response is "from the second party to the first party." The path of the response is therefore clear. Claim 9 has been similarly amended. Claims 10, 11 and 12 have been cancelled without

prejudice or disclaimer. Accordingly, to the extent that the Office Action had considered that the previously submitted arguments were not supported by the claims in view of the alleged ambiguity in direction of the response, the arguments are now supported and consequently the arguments should be deemed persuasive, and the rejections should be withdrawn, as discussed at greater length below.

Claims 18-39 were rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent Application Publication No. 2004/0095923 of Ejzak ("Ejzak"). Claims 24 and 27 have been cancelled without prejudice or disclaimer, and consequently their rejection is moot and should be withdrawn. Applicants respectfully submit that claims 18-23, 25-26, and 28-39 recite subject matter that is neither disclosed nor suggested in Ejzak.

Claim 18, upon which claims 19-20 depend, is directed to a method including passing a message from a first party to a second party in a communication system. The method further includes receiving a response to the message from the second party, the response including at least one parameter in breach of a policy for a communication between the first party and the second party. The method additionally includes passing the response unmodified from the second party to the first party. The method also includes determining in a network controller that one or more of the at least one parameter breaches the policy.

Claim 21, upon which claims 22-23 depend, is directed to a controller configured to forward a message from a first party to a second party in a communication system. The controller is also configured to pass a response to the message unmodified from the

second party to the first party, the response including at least one parameter in breach of a policy for a communication between the first party and the second party. The controller is further configured to determine in a network controller that one or more of the at least one parameter breaches the policy.

Claim 25, upon which claim 26 depends, is directed to a method including passing a message from a first party to a second party in a communication system. The method also includes receiving a response from the second party to the first party, the response including at least one parameter in breach of a policy for communication between the parties. The method further includes determining in a network controller that one or more of the at least one parameter is in breach of the policy. The method additionally includes sending a further message including a definition of the policy to the first party.

Claim 28, upon which claim 29 depends, is directed to a controller for providing communication. The controller is configured to handle responses and requests between parties of communication sessions. The controller is also configured to forward a message from a first party to a second party in the communication system. The controller is further configured to receive a response from the second party to the first party, the message including at least one parameter in breach of a policy for communication between the parties. The controller is additionally configured to determine that one or more of the at least one parameter is in breach of the policy. The controller is also configured to send a further message including a definition of the policy to the first party.

Claim 30, upon which claim 31 depends, is directed to a method including passing a message from a first party to a second party in a communication system. The method also includes receiving a response including at least one parameter in breach of a policy for a communication between a first party and a second party. The method further includes passing the response unmodified from the second party to the first party. The method additionally includes receiving from the first party a further message including one or more of the at least one parameter in breach of the policy. The method also includes detecting in a network controller that the further message includes the one or more of the at least one parameter breaching the policy.

Claim 32, upon which claim 33 depends, is directed to a controller for providing communication. The controller is configured to forward a message from a first party to a second party in a communication system. The controller is also configured to forward a response including at least one parameter in breach of a policy for communication between the first party and the second party unmodified from the second party to the first party. The controller is further configured to receive a further message from the first party including at least one parameter in breach of the policy. The controller is additionally configured to detect that the further message includes at least one parameter in breach of the policy.

Claim 36, upon which claims 37-38 depend, is directed to an apparatus including a transmitter configured to send a message at a first party to a second party. The apparatus also includes a receiver configured to receive at the first party from the second party a

response to the message, the response including at least one parameter in breach of a policy. The apparatus further includes a processor configured to modify, at the first party, at least one parameter into consistency with the policy. The transmitter is further configured to send a further message to a network controller, the further message including the modification.

Claim 39 is directed to an apparatus including first sending means for sending, at a first party, a message to a second user equipment. The apparatus also includes receiving means for receiving, at a first party, a response to the message from the second party, the response including at least one parameter in breach of a policy. The apparatus further includes controller means for modifying, at the first party, at least one parameter into consistency with the policy. The apparatus additionally includes second sending means for sending a further message to a network controller, the further message including at least one modified parameter. The controller means is further configured to further modify the at least one parameter in response to a response to the further message.

Applicants respectfully submit that Ejzak fails to disclose or suggest all of the elements of any of the presently pending claims.

Ezjak generally relates to a network negotiation mechanism for SIP user agents to allow a session between the user agents to be established over a bearer path. If necessary, gateways are allocated for translation. The bearer path is through a network 106 associated with the first user 120, a network 110 associated with the second user 122, and a network 108 between networks 108 and 110. The first user 120 initiates a

communication session by sending an SDP offer 1002, which includes connection information of the first user. (see paragraph [0040] of Ejzak)

In Ejzak, this offer is received by a network controller 102. In order to determine if it is necessary to allocate a gateway 116 to convert between network types, the network controller 102 modifies the offer so that wild card connection information replaces the connection information in the offer, and sends it to a network controller 104, which may then forward the offer 1004 to the second user 122. The second user 122 responds by sending an answer 1006 including connection information of that user to the network controller 104.

In Ejzak, the network controller 104 then examines the connection information of both users and the respective networks 106, 110 of each of the users, and compares the fully qualified domain name of the network 106 with a provisioned information list of the fully qualified domain names with which the network controller 104 has IP media connectivity. The network controller 104 then chooses a type of wide area network (WAN) to establish as the network 108, which is between the networks 106 and 110, that is, whether to establish a WAN with IP media connectivity or asynchronous transfer mode (ATM) connectivity, based on address information in the offer 1004 and the answer 1006 (paragraph 46). The network controller 104 sends an answer 1016 to the network controller 102 comprising an address in the networks 108 and 110 so that the first user 120 can establish media communication (paragraph 54). If the connection information in

the offer is different to connection information in the answer, the network controller 102 determines that a gateway 118 is needed to translate between the different network types.

Claim 18 recites, in part, a "policy for communication between the first party and the second party." It is unclear what the Office Action intended to consider as the policy recited in the claims, accordingly, the various ways of interpreting the reference are exhausted below, in order to demonstrate that under any interpretation, Ejzak fails to disclose or suggest all of the elements of the claimed invention.

In Ejzak, paragraph 46, it is discussed that a network controller 104 is configured to establish IP media connectivity if the fully qualified domain name of the network 106 is on a list of domain names with which that network controller 104 has IP media connectivity. If the fully qualified domain name of the network 106 is not on the list, the network controller 104 is configured to establish ATM media connectivity. If the Office Action has decided that such configuration of a network controller 104 provides a "policy for communication between the first party and the second party," *i.e.* between user A and user B, then it should be understood that no breach of the policy for communication is possible since connectivity is provided for whatever the domain name. Thus, it would be (by definition) impossible for Ejzak to disclose or suggest, "determining in a network controller that one or more of said at least one parameter breaches the policy," as recited in claim 18.

On the other hand, it may be that the Office Action's interpretation of paragraph [0046] of Ejzak is that the policy of claim 18 is allowing IP media connectivity for

domain names on the list (Applicants would not agree with such an interpretation). Under such an interpretation, however, if the fully qualified domain name of the network **is** on the provisioned information list (that is, using the language of claim 18, the domain name **is not in breach** of policy), then it must be understood that the network type and address parameters (see paragraph [0043]) in the answer 1006, 1016 and 1026 are not be modified. Accordingly, if the response is **not modified**, the response does not breach policy, contrary to claim 18 ("determining in a network controller that one or more of said at least one parameter breaches the policy"). On the other hand, if the fully qualified domain name is not on the list, then the answer **is modified**, or a new answer is generated, as can be seen in Figures 10 and 11 (in message 1006 ANSWER includes "c=IPb", in message 1016 ANSWER includes "c=ATMgw2", and in message 1026 ANSWER includes "c=IPgw1"). Accordingly, if the response does breach policy then the response **is modified**, contrary to claim 18 ("passing the response unmodified from the second party to the first party").

In summary, Ezjak does not disclose the combination of features "receiving a response to the message, the response including at least one parameter in breach of a policy for communication between the first party and the second party; passing the response unmodified from the second party to the first party; and determining in a network controller that one or more of said at least one parameter breaches policy," as recited by claim 18. Claim 21, which has its own scope, is novel for similar reasons.

Furthermore, as mentioned above, it is not possible to breach a policy for communication between the user A and the user B in Ezjak. Additionally, Ezjak does not disclose "sending a further message including a definition of the policy to the first party," as recited by claim 25. Likewise, claim 27, which has its own scope, is novel for similar reasons.

The distinctions above also apply to independent claim 32, which has its own scope. Additionally, claim 32 specifies a controller configured to "receive a further message from the first party including at least one parameter in breach of the policy [for communication]; and detect that the further message includes the one or more of the at least one parameter in breach of the policy." As can be seen from Figures 10 and 11 of Ezjak, no such further message is disclosed. Claim 30, which has its own scope, is novel for similar reasons.

Claims 19-20, 22-23, 26, 29, 31, 33, and 37-38 depend respectively from, and further limit, claims 18, 21, 25, 28, 30, 32, and 36. Thus, each of claims 18-23, 25-26, and 28-39 recites subject matter that is neither disclosed nor suggested in the cited art. Claims 24 and 27 have been cancelled without prejudice or disclaimer. Thus, it is respectfully requested that the rejection of claims 18-39 be withdrawn.

Claims 1, 3, and 5-17 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication No. 2003/0035401 of Shaheen ("Shaheen") in view of Ejzak. The Office Action acknowledged that Shaheen fails to disclose or suggest all of the features of the rejected claims and cited Ejzak to remedy Shaheen's

deficiencies. Claims 10-17 have been cancelled without prejudice or disclaimer, and consequently their rejection is moot and should be withdrawn. Applicants respectfully submit that claims 1, 3, and 5-9 recite subject matter that is neither disclosed nor suggested in Shaheen.

Claim 1, upon which claims 3 and 4-8 depend, is directed to a method including passing a message from a first party to a second party in a communication system. The method also includes passing a response to the message from the second party to the first party, the response including at least one parameter in breach of a policy for a communication between the first party and the second party. The method further includes detecting in a network controller that the response includes at least one parameter breaching the policy. The method additionally includes modifying, by the network controller, the at least one parameter to be consistent with the policy.

Claim 9 is directed to a controller configured to operate in a communication system. The controller is also configured to handle responses and requests between parties of communication sessions. The controller is further configured to forward a message from a first party to a second party. The controller is additionally configured to check whether a response to the message from the second party to the first party includes at least one parameter in breach of a policy for the communication between the parties. The controller is also configured to modify the at least one parameter to be consistent with the policy.

Applicants respectfully submit that combination of Shaheen and Ejzak fails to disclose or suggest all of the elements of any of the presently pending claims.

In the response filed January 11, 2008, Applicants had noted that Shaheen has to do with SIP **requests**, not **responses**. The Office Action does not appear to have stated whether this distinction was agreed. It is respectfully requested that, for completeness, all the identified distinctions between the claims and cited art be addressed.

Shaheen generally relates to utilizing a session initiation protocol for identifying user equipment resource reservation setup protocol capabilities. More particularly, Shaheen describes a session setup mechanism between two UEs. UE 1 transmits an INVITE message containing an SDP which contains the codecs UE 1 is capable of supporting. The INVITE is received by UE 2. UE 2 returns the SDP with codecs in the received INVITE. The P-CSCF of UE 2's network authorizes a QoS resource system for the common codecs. The P-CSCF may reject the session based on a lack of support for the proposed QoS protocol. The P-CSCF of UE 1's network authorizes the resources for the common codecs. UE 1 selects the codec to use from the common codecs and transmits an SDP to the second UE.

Claim 1 recites, in part, "modifying, by the network controller, the at least one parameter to be consistent with the policy." Shaheen fails to disclose or suggest at least this feature of claim 1. The Office Action seems to have acknowledged that Shaheen fails to disclose or suggest at least this feature of claim 1.

For similar reasons, it can be seen that claim 1 recites "passing a response to the message from the second party to the first party, the response including at least one parameter in breach of a policy for a communication between the first party and the second party," which is not disclosed by Shaheen.

Shaheen's failure to disclose that the response includes at least one parameter in breach of a policy can be seen from the fact that the message transmitted by UE 2 to the Proxy CSCF merely instructs the Proxy CSCF to provide the RSVP functionality and does not include a parameter that is in breach of a policy. If it did, then one of ordinary skill in the art would expect that UE 2 would not need to be aware of its deficiencies under the present invention, and would not need to instruct the Proxy CSCF to provide RSVP functionality.

Thus, while certain embodiments of the present invention can advantageously provide a network entity enforcing policy within the network by "modifying" parameters transmitted by user equipment, Shaheen is directed towards negotiating a media session between two UEs. When media parameters breach policy within the network disclosed in Shaheen, the parameters are "removed" and not "modified," as explained at paragraph [0065] of Shaheen. This difference between removal and modification provides a secondary deficiency in the analysis discussed above. Accordingly, Shaheen neither discloses nor suggests all of the elements of claim 1, nor can Shaheen provide the critical and unobvious advantages that certain embodiments of the present invention can provide.

Furthermore, one of ordinary skill in the art would not be motivated to combine Shaheen with Ejzak so as to arrive at the claimed invention. For example, Applicants respectfully disagree with the examiner that Ezjak and Shaheen are analogous art. In Shaheen a list of codecs is sent from a first UE and the list is reduced by network elements if one or more codecs are not allowed. In contrast, in Ezjak connection information relating to any particular domain is specified and messaging is carried out in order for a bearer path to be established in view of that connection information. These references are therefore conceptually different.

Further, Ezjak differs conceptually from Shaheen, since provision by a second party of connection information relating to any particular domain allows a connection to be established. In contrast, in Shaheen a list of codecs is sent from a first UE and the list is reduced by network elements if one or more codecs are not allowed in order to determine which codecs may be used.

Shaheen relates to reduction of codecs in a SIP request, whilst in Ezjak an ANSWER (1006, 1016) (*i.e.* response) is altered. According to Ezjak information from the second user is needed before alteration of the response takes place. There would therefore be no motivation to alter a request.

In Shaheen a list of codecs is reduced, whilst in Ezjak connection information is replaced with other connection information if appropriate. Plainly, in Shaheen replacement of codecs would not allow the mechanism in Shaheen to work since the aim in Shaheen is to identify common codecs. There would therefore be no motivation to

apply the teachings of Ezjak. Indeed, it is respectfully submitted that the Office Action arbitrarily applied an aspect of Ezjak to Shaheen without properly viewing the references from the standpoint of one of ordinary skill in the art, without the benefit of the present application's disclosure.

Additionally, there critical and unobvious advantages that help to establish the non-obviousness of the present invention. For example, conventionally it was not possible to reject a response to an initial INIVTE message, if an accepted SDP in the response breaches media policy, such as a policy set by an operator, but not known to the user. This is discussed at page 4, lines 13-16, of the present specification. Since certain embodiments of the present invention can permit handling of such responses, and consequently the claims are non-obvious over the cited art (which is unable to lead one of ordinary skill in the art to such advantages).

The distinctions between the art and the claims were noted particularly with respect to independent claim 1. Independent claim 9, which has its own scope, is similarly distinguishable from the cited art. Claims 3 and 5, which depend from and further limit claim 1, also disclose subject matter that is untaught in the cited art. Claims 10-17 have been cancelled without prejudice or disclaimer. Accordingly, both because the combination of references does not disclose or suggest all of the features of any of the pending claims, because the combination of the references is improper, and because of the secondary considerations associated with the above-identified critical and unobvious

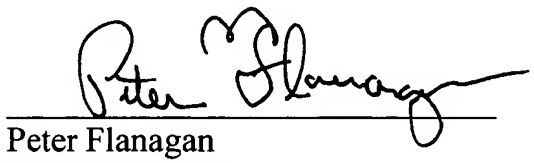
advantages it is respectfully requested that the rejection of claims 1, 3, and 5-17 be withdrawn.

For the reasons set forth above, it is respectfully submitted that each of claims 1, 3, 5-9, 18-23, 25-26, 28-33, and 36-47 recites subject matter that is neither disclosed nor suggested in the cited art. It is, therefore, respectfully requested that all of claims 1, 3, 5-9, 18-23, 25-26, 28-33, and 36-47 be allowed, and that this application be passed to issuance.

If for any reason the Examiner determines that the application is not now in condition for allowance, it is respectfully requested that the Examiner contact, by telephone, the applicants' undersigned representative at the indicated telephone number to arrange for an interview to expedite the disposition of this application.

In the event this paper is not being timely filed, the applicants respectfully petition for an appropriate extension of time. Any fees for such an extension together with any additional fees may be charged to Counsel's Deposit Account 50-2222.

Respectfully submitted,



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Enclosures: Petition for Extension of Time
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